

UNITED STATES DISTRICT COURT  
DISTRICT OF MASSACHUSETTS

SHARON BOBBITT, Individually and On  
Behalf of All Others Similarly Situated,

Plaintiff,

vs.

ANDREW J. FILIPOWSKI, et al.,

Defendants.

JAMES HOWARD and CHRIS BROWN,  
On Behalf of Themselves and All Others  
Similarly Situated,

Plaintiffs,

vs.

ANDREW J. FILIPOWSKI, MICHAEL P.  
CULLINANE, PAUL L. HUMENANSKY,  
TOMMY BENNETT, JOHN COOPER,  
JAMES E. COWIE, MICHAEL H. FORSTER,  
ARTHUR W. HAHN, THOMAS J.  
MEREDITH, J. KEVIN NATER and JOHN  
RAU,

Defendants.

No. 04-12263-PBS

**CONFIDENTIALITY AGREEMENT**

This Confidentiality Agreement is intended to be incorporated into the Stipulation of Settlement dated May 22, 2006 (the "Stipulation"). The terms used herein shall have the same meanings as in the Stipulation.

IT IS HEREBY AGREED AS FOLLOWS:

1. For purposes of this Confidentiality Agreement, the following definitions are used: (i) "Termination Date" shall mean the date that a final order of the Court of last resort terminating the above-captioned litigation as to all Defendants is no longer subject to further proceedings, appeal or review; (ii) "Divine Materials and Information" means all materials and/or information produced or obtained in connection with the Lawsuits and/or related mediations and settlement discussions regarding, or otherwise obtained regarding, Divine, Inc. (including its present and former parents, subsidiaries, divisions, affiliates, stockholders, officers, directors, employees, agents and any of its legal representatives (and the predecessors, heirs, executors, administrator, successors and assigns of each of the foregoing)) including, without limitation, confidential, highly confidential and non-confidential materials, depositions, interrogatory responses, documents (including, without limitation, information or data stored or recorded in the form of electronic or magnetic media), responses to requests for admissions, privilege logs, and other litigation papers not contained in a public filing; (iii) "Work Product" means attorney work product, expert work product and expert reports; and (iv) "Government Process" means a requirement of law, court order, subpoena, civil investigative demand or other federal, state, local or regulatory government process.

2. Counsel for Plaintiffs and/or the Class Members agree that, within 20 business days after the Termination Date, they shall destroy any copy of Divine Materials and Information under the custody or sole control of counsel for the Plaintiffs and/or the Class Members, if any such materials are in the possession of Plaintiffs and/or any Class Members. Counsel for Plaintiffs and/or

the Class Members further agree that after the Termination Date, they will not obtain, from any source, any Divine Materials and Information. During the interim between execution of this Confidentiality Agreement and the Termination Date, counsel for the Plaintiffs and/or the Class Members shall use Divine Materials and Information only (i) for purposes of the above-captioned litigation; (ii) to comply with any Government Process; or (iii) in connection with any matter during or subsequent to the above-captioned litigation in which counsel for Plaintiffs and/or the Class Members, or any of such counsel, is a party. Upon request, counsel for the Plaintiffs and/or the Class Members shall provide Defendants with written confirmation that, to the best of their knowledge, all documents required to be destroyed have been destroyed. This provision requiring destruction of Divine Materials and Information does not apply to counsel's copies of documents filed with the Court. There shall be no obligation to destroy copies of notes of other materials which are Work Product.

3. Settling Plaintiffs' counsel agree that after the Termination Date, they shall not disclose to any third party any Work Product that contains excerpts or summaries of Divine Materials and Information except (i) to comply with any Government Process; or (ii) in connection with any matter subsequent to the above-captioned litigation in which counsel for plaintiffs and/or the Class Members, or any of such counsel, is a party.

4. Any dispute among the parties hereto concerning the interpretation or application of the Confidentiality Agreement shall be presented to the Court for resolution upon the application of any party hereto.

DATED: May 22, 2006

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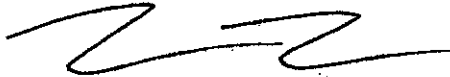
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